

FORM NLRB-4775

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF**RADY CHILDREN'S HOSPITAL - SAN DIEGO****Cases 21-CA-37845, 21-CA-38017; 21-CA-38019; 21-CA-38361; and 21-CA-38383**

The undersigned Charged Party and the undersigned Charging Parties, in settlement of the above matters, and subject to the approval of the Regional Director for the National Labor Relations Board, HEREBY AGREE AS FOLLOWS:

POSTING OF NOTICE - Upon approval of this Agreement, and receipt of the Notices from the Region, the Charged Party will post immediately in conspicuous places in and about its Food Service and Plant Operations/Maintenance areas, including all places where notices to employees/members in those areas are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon. The Notices will be posted in English and Spanish in the manner set forth above.

It is expressly understood that neither a copy of Form NLRB-4775 nor any other side notice shall be posted adjacent to the Board's Notice(s).

COMPLIANCE WITH NOTICE - The Charged Party will comply with all the terms and provisions of said Notice. The signing of this Settlement Agreement disposes of all allegations contained in the charges.

SCOPE OF THE AGREEMENT - This Agreement settles only the allegations in the above-captioned case(s), and does not constitute a settlement of any other case(s) or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the General Counsel are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PAYMENT OF ATTORNEYS' FEES AND COSTS - Respondent shall secure payment of the attorneys' fees and costs awarded to the Charging Parties as determined by the United States District Court, Southern District of California, in connection with the first amended complaint that was filed by Respondent in Case No. 07 CV 1173 BTM (AJB). For purposes of this Settlement Agreement, such payment shall be deemed to have been made by Respondent if made either by Respondent or Respondent's attorneys.

NON-ADMISSION CLAUSE - By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

REFUSAL TO ISSUE COMPLAINT - In the event any of the Charging Parties fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (or a new Complaint if one has been withdrawn pursuant to the terms of this Agreement), and this Agreement shall be between the Charged Party, any Charging Party which becomes a party to this Agreement, and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement shall be null and void if the General Counsel does not sustain the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in the above captioned case(s), as well as any answer(s) filed in response.

PERFORMANCE - Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if any of the Charging Parties do not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

NOTIFICATION OF COMPLIANCE - The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event any of the Charging Parties does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in the above captioned case(s).

Charged Party RADY CHILDREN'S HOSPITAL - SAN DIEGO		Charging Party SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 2028	
By: <i>[Signature]</i> CHIEF OPERATING OFFICER	Date 6/17/08	By: <i>[Signature]</i>	Date
Recommended By: <i>[Signature]</i> Lisa McNeill Board Agent	Date 7/29/08	Approved By: <i>[Signature]</i> Doreen L. Hall Regional Director	Date 8/1/08

Charging Party SERVICE EMPLOYEES INTERNATIONAL UNION, UNITED HEALTHCARE WORKERS-WEST	
By: <i>[Signature]</i>	Date
Approved By:	Date
Regional Director	

EXHIBIT D

12

EXHIBIT D

Form NLRB-4722
(1-02)

Cases 21-CA-37845, et al.



NOTICE TO EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT
APPROVED BY A REGIONAL DIRECTOR OF THE
NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT

Federal Law Gives You the Right To:

- Form, join, or assist a union
- Choose representatives to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

In recognition of these rights, we hereby notify the employees that **SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 2028**, herein called the Union, is the collective-bargaining representative of our employees in the service and maintenance unit in dealing with us regarding wages, hours, and other terms and conditions of employment.

WE WILL NOT refuse to deal with the Union even though it has been placed under trusteeship.

WE WILL NOT refuse to deal with representatives duly appointed by the authorized trustee of the Union or refuse to grant them access to our facility under the terms of the agreed-upon collective-bargaining agreement.

WE WILL NOT instruct our security guards to immediately collect fliers the Union may lawfully distribute, or to remove fliers from the hands of individuals while they are reading those fliers.

WE WILL NOT file lawsuits that lack a reasonable basis against the Union or against **SERVICE EMPLOYEES INTERNATIONAL UNION, UNITED HEALTHCARE WORKERS-UBST ("SEIU, UHW")**.

WE WILL NOT in any similar or related way frustrate or interfere with your exercise of any of the rights guaranteed under Section 7 of the Act.

WE WILL recognize and bargain with the Union, its duly appointed trustee, and assistants to the trustee, and **WE WILL** grant access to our facility to duly appointed representatives of the Union under the terms of the agreed-upon collective-bargaining agreement.

WE WILL cause the payment of attorneys' fees and costs awarded to the Union and to **SEIU, UHW**, in connection with the first amended complaint that was filed in the United States District Court, Southern District of California.

RADY CHILDREN'S HOSPITAL -- SAN DIEGO
(Employer)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov

888 South Figueroa Street, 9th Floor
Los Angeles, CA 90017-5449

Hours: 8:30 a.m. to 5 p.m.
Telephone: (213) 894-5229
Spanish: (213) 894-6301

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED DEFACED OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER.

EXHIBIT D